

City of Centerville, OH

**Request for Proposal
For A**

**Enterprise Resource Planning System and
Implementation Services**



**Issue Date: June 20, 2017
Closing Date: August 1, 2017**

Proposal Submission

Proposal Due Date: City: August 1, 2017 by 4:00 p.m.
Plante & Moran: August 1, 2017

Submit to City: 1 printed, signed, original technical proposal and signed addenda,
Two (2) copies of original technical proposal,
1 USB flash drive containing an electronic version of the technical proposal
and any supporting documentation, including the following files:
ERP System Selection - Specifications.xlsx

1 printed, signed, original cost proposal,
Two (2) copies of original cost proposal, and
1 USB flash drive containing an electronic version of the cost proposal,
including the following file:
ERP System Selection - Pricing Forms.xlsx

Send to:
City of Centerville
Attn: Mr. Jonathan Hudson
100 W. Spring Valley Rd.
Centerville, Ohio 45458

Submit to Plante & Moran: 1 COPY of original technical proposal and the cost proposal;
1 USB flash drive containing an electronic version of the technical
proposal, cost proposal, and the following documents:
ERP System Selection - Specifications.xlsx
ERP System Selection - Pricing Forms.xlsx

Send to:
Plante & Moran, PLLC
Attn: Ms. Kim Szlachetka
27400 Northwestern Hwy
P.O. Box 307
Southfield, MI 48037-0307

Important Notice:
Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

erp@centervilleohio.gov

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

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Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe (all 2017)
RFP issuance	June 20
Deadline for clarification questions	July 18
City distributes responses for vendor RFP clarification questions	July 25
Vendor proposals due	August 1
Notification of demonstration dates	August 25
Demonstrations of software	September 18 – September 29
Site Visits and other due diligence	October - November
Contract negotiations and award	November – December

1 Introduction

1.1 Overview

The City of Centerville, OH is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve.

The City is considering the following software for purchase as part of this solicitation:

- **Core ERP Functionality** - City intends on replacing this software as part of this project
- **System Interfaces** – Current City software where integration is needed
- **Outside Agency/3rd Party Interfaces** – Interfaces desired with outside agencies

Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of Centerville, OH
- **Plante & Moran, PLLC**: The City's consultant and co-project manager for the project.
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **ERP system, ERP system selection**, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.2 City Background

Centerville is located in Montgomery County in southwest Ohio, approximately twelve miles south of the City of Dayton. It was first settled in 1796, incorporated as a village in 1830, and became a city in 1968. The City operates under and is governed by its Charter, first adopted by voters in 1968 and has been amended by the voters from time to time. The Charter provides for a Council-Manager form of government. Legislative authority is vested in a seven member Council, all of whom are elected at-large for staggered four-year terms including the Mayor who is the presiding officer. The City's chief executive and administrative officer is the Manager, who is appointed by council to serve at its pleasure.

The City provides a wide variety of services, including police protection; the construction and maintenance of streets, sidewalks, storm water drainage facilities, traffic signals and other infrastructure; residential waste collection; planning, zoning, building inspection and property inspection; and recreational activities including the City's municipal golf course, The Golf Club at Yankee Trace.

The City adopts an annual budget before December 31 for the upcoming fiscal year. This annual budget serves as the foundation for the City's financial planning and control. The budget is adopted at the department level for the general fund and fund level for remaining City funds. Any modifications to a fund's appropriations require approval of City Council. In addition, a five-year capital improvement program is adopted on an annual basis. This program serves as a plan for long range infrastructure improvements and capital purchases.

1.3 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current Application	Application Notes/Description	Departmental Owner	Likely Future?*	Expected ERP Module
Harris Select	Core finance, human resources, and payroll software	Finance	R	Core modules
ZonePro	Permitting and inspections software	Building Inspection and Planning	R	Inspections, Permitting, Code Enforcement
Municipal Income Tax Solutions (MITS)	Income tax collections	Finance	I	
GolfNow	Golf course reservations	Yankee Trace	M	
Integrated Business Systems (IBS)	Golf course point of sale	Yankee Trace	M	
NowDocs	Form processing	Finance	R	Integrated form generation (Purchase orders, invoices, tax forms)
Microsoft Excel (shadow functions)	Budget development process Miscellaneous Billing	Finance	R	Budgeting Miscellaneous Billing and A/R

1.4 Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the ERP system. The tables below provide Vendors with a current summary of the City's network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the City's defined environments
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments

Summary of Network and Computing Environment

Topic	Description
Data Network	The City's computer network encompasses 5 sites total. The data center facility is the core/center of the network at the MB/PD Building.
	The City operates mostly a fiber physical topology, with a collapsed star topology to offsite locations. It operates at a 1Gbps speed. Two locations are served by microwave link to the MB/PD building, also at 1 Gbps.
	The City's data network is mostly a Cisco based network that largely uses Cisco 2960's and 3560's, as well as Ubiquiti 24HD's.
	The users report that the network is very reliable and has few issues. It has a very high reliability above 99%.
	The Data Network supports Data, VoIP, Apps, Video, and GIS which constitutes a great utilization of technology.
	Critical Network equipment to sustain high availability should be modified to either Same Day or less than 4 hour response if possible base upon budget restrictions. These critical components consist of the Core Aggregate Switch, Site Aggregate Switches. The external facing firewalls have this coverage today.
	Data Network Documentation is reportedly documented, but out of date.
	Sufficient Network Capacity internally was indicated.
	Data Network Monitoring: The Dude
Internet/Cloud Connectivity	There were some concerns with the internet connectivity speeds with the current shared configuration of 5MB, burstable to 50MB.
	The City uses shared internet with other entities. There are redundancy plans on place for 2018 as it is a single point of failure today.

Topic	Description
Server & Network Administration	Servers are mostly "Enterprise-Class" style servers, with some desktop class machines.
	Servers exist on UPS units and most have generator power. Server hardware contains dual power supplies with cross connects to diverse UPS sources.
	It is unknown if there is sufficient server capacity for the new ERP systems. Age and size of servers indicate that the servers in case are capable of supporting an ERP system, but utilization is not formally tracked and will need to be investigated prior to any installation.
	Windows 2003 through Windows 2012 are all used in the environment. Windows 2003 is mostly unsupported by Microsoft and should be eliminated when possible.
	New Servers have maintenance for 3 years. There is a hardware service contract on servers out of warranty.
	Servers are physically secure and located in an access controlled data center.
	The majority of servers are virtualized and can be moved to other hardware in the case of failure. This is not an immediate move and will require some downtime to occur.
	There is no consolidated disk in place to help with redundancy. HyperV software is significantly more effective when used in a SAN environment. It enables instant redundancy and server failover.
	Service Packs updates are reported to be up to date on all servers.
	Server Documentation is partially complete, but out of date.
Storage & Backup Environment & Disaster Recovery	Disk to Disk and Disk to tape backups are used with replication for archival and removal from premises.
	There is a full encrypted backup performed Daily, Weekly and Monthly. Backup window varies by system.
	The backup tapes are kept offsite.
	Data is not reviewed for sensitivity by IT, but appears to be appropriately controlled.
	Copies of backups retained for one week or for longer than 1 year. Tape to disk backups are verified every time.
	Bare Metal Restore is utilized and tested.

Topic	Description
User Administration	<p>Formal process for creation, deletion, and access of user accounts.</p> <p>User Accounts are audited on regular basis and defunct accounts removed.</p> <p>Shared access to services/shares are audited on a regular basis, but not the data itself. servers should be audited regularly for information that may be sensitive or secure being in an inappropriate place.</p> <p>Password complexity is not enforced. We recommend review of all policies and technologies to ensure that all password policies are as uniform as possible, enforced, and follow best practice guidelines in all cases.</p>
Applications	<p>Browsers: Internet Explorer/Chrome/Fire Fox</p> <p>The City should consider reducing the variety of browsers if possible. This change would reduce support complexities, application compatibility, and end user support. It is noted that different vendors have different requirements, so it may not be possible. Later browser versions of nearly all of the major vendors have shown some improved compatibility.</p>
Staffing	<p>System Administration is accomplished by the IT Administrator.</p> <p>The administrator are paged/notified based upon automated monitoring of systems.</p>

City Technical Standards

Item	Technical Standard
Backup solution	Disk to Disk, StorageCraft Shadowprotect 5.2
Business application environment	Microsoft Office
Desktop hardware	Dell
Desktop operating system	Windows 7, 8, and 10
Email system	Exchange 2007
Firewall	Fortigate
Internet browser	Internet Explorer/Chrome/Fire Fox
Web Content Management	Outsourced
Relational databases	SQL 2008, MySQL 4
Report writer	SAP Crystal Reports, version 10
Server hardware	HP
Server operating system	Windows 2012

1.5 Other Planned Technology Initiatives

The City is considering selecting and implementing a document management system after the conclusion of the ERP system selection and implementation project.

1.6 Expected Scope of System Solution

The City is requiring that responding vendors propose a complete ERP solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

An outline of the required software system solution has been provided as follows:

Software:

- Application Software:
 - Accounts Payable
 - Bank Reconciliation
 - Budgeting
 - Cash Receipting
 - Fixed Assets
 - General and Technical
 - General Ledger
 - Human Resources
 - Inspections and Code Enforcement
 - Miscellaneous Billing & AR
 - Payroll
 - Permitting
 - Purchasing
 - Report Writer
 - Any other necessary software components to support the proposed Core Application Software solution

Services:

- **Required Services**
 - Project Management
 - Hardware design and installation consulting
 - Software Installation
 - Data Conversion
 - Report Development
 - Integration and Interface Development
 - Software Modifications
 - Implementation and Training Services
 - Change Management
 - Knowledge Transfer to Staff
 - System Documentation Development
 - Operational Redesign Assistance
 - Ongoing Support and Maintenance Services
- **Optional Services**
 - On-Going Hosting Services

It is important to note that the City is considering both on-premise (City-hosted) and hosted (private or public cloud) solutions. It is optional, but not mandatory, for Vendors to provide information on both solutions as part of their RFP response. If a Vendor does propose a hosted solution, any differences from an on-premise solution must be clearly delineated in the appropriate sections of the RFP response.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.7 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual & estimated amounts for the current environment.

Operating Volumes/Standards	Current
City of Centerville	
Population	23,999
Form of Government	City
Jurisdictional Area (Square Miles)	11 sq. mi.
Number of Households	10,442
Number of Departments	14
Budget (General Fund)	19,000,000
Budget (Utilities)	1,400,000
Budget (All Funds)	43,000,000
Total Staff (Full time: 1FTE)	150
Total Staff (Part time: 0.5 FTE)	100
Number of IT users	175
Number of ERP System Users (Total Current)	25
Number of ERP System Users (Anticipated Future)	45
Number of Concurrent ERP System Users (Current)	45
Number of Users (Anticipated Future) Per Area	
Accounting (AP, AR, GL)	25
Budgeting	25
Purchasing	25
Human Resources and Payroll	15
Building Department	7
Year End Processing	5
General Ledger/Bank Reconciliation	
Chart of Accounts Structure	
Chart Segment One Name/Account Mask	Fund (3 characters)
Chart Segment Two Name/Account Mask	Department (3 characters)
Chart Segment Three Name/Account Mask	Object (4 characters)
Chart Segment Four Name/Account Mask	Project (3 characters)
Fiscal Year End	December 31
Number of Funds	25
Number of Department Codes	22
Number of Balance Sheet Accounts	20
Number of Expense Accounts	75

Operating Volumes/Standards	Current
Number of Revenue Accounts	70
Number of Project numbers	50
Number of Manual Journal Entries (Monthly)	15
Number of Cash Accounts	1
Number of Bank Accounts	8
Budgeting	
Budget Entry Model (Centralized or Decentralized):	Centralized
Number of Approval Levels	3
Budget Frequency	Annual
Number of Funds Budgeted	all
Fixed Assets	
Number of Capitalized Fixed Assets	750
Fixed asset tagging	Yes
Fixed Asset Capitalization Threshold	2,500
Tracking / Reporting of Non-depreciable Assets	Decentralized
Purchasing/Contract Management/Inventory	
Number of Requisitions per Month	500
Number of Purchase Orders per Month	500
Number of Blanket Purchase Orders per Month	400
Number of Invoices Without a Purchase Orders per Month	25
Number of Vendors in Purchasing System	25,000
Number of Item ship to Locations	6
Average Frequency of Physical Inventories	semi-annually
Accounts Payable	
Number of Vendors Maintained in Accounts Payable System	25,000 records
Number of Invoices Input Annually	6,000
Frequency of Check Runs	Weekly
Check Signature Method	manual
Payments Types Supported	Check, ACH (manual)
Number of 1099s Processed Annually	50
Cash Receipting	
Receipting Model (Centralized or Decentralized)	Decentralized
Number of Cash Registers / POS Terminals	3 (all at YT)
Human Resources and Payroll	
Number of Permanent Employees	150.00
Number of Part-Time Employees	100
Number of Seasonal Employees	75

Operating Volumes/Standards	Current
Number of Bargaining Units	Zero (will be 1 in near future)
Number of Applicants (Annually)	2,000
Payroll Frequency	bi-weekly
Permitting	
Number of Annual Inspections	5,000
Number of Annual Permits	1,000

1.8 Overall Evaluation Process

Responses to this RFP will be evaluated by a committee consisting of various process owners within the City. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:
 - **Minimum Client Software Installations**
Must have provided software for at least one previous municipality in the State of Ohio, of similar size and complexity.
 - **RFP Response**
RFP response is submitted by the due date and time.
 - **Response Authorization**
The RFP response is signed by an authorized company officer.
 - **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:
 - Functional requirements
 - Cost including both initial and on-going
 - Implementation requirements
 - Technical requirements
 - General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response

3. **Round 3 Evaluation:** The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria:

- Functionality
- Investment and costs
- Service and support
- Technical requirements
- Other value added
- Ability to deliver “out of the box” functionality
- Vendor Viability

The City will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term.

2 Vendor Proposal Guidelines

2.1 Intent

It is the intent of the City of Centerville, OH ("the City"), through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposal.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The Vendor shall determine by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

2.2 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 4:00 p.m., local time, August 1, 2017** to:

**ERP System Selection Bid Proposal
City of Centerville
100 W Spring Valley Rd
Centerville, OH 45458**

The Vendor must submit **One (1)** signed, completed, original, **two (2) copies**, and **one (1) electronic copy** of the Vendor's technical proposal and **one (1) original and two (2) copies**, and **one (1) electronic copy** of the Vendor's cost proposal. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." The electronic proposals should also include the following files:

ERP System Selection - Specifications.xlsx
ERP System Selection - Pricing Forms.xlsx

A technical proposal and a separate sealed cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel. The electronic copy of the

Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

ERP System Selection

Additionally, Vendors must send **one (1)** complete hard and **one (1)** electronic copy (including the files specified above) of both the technical and the cost proposal responses to:

Plante & Moran, PLLC
Attention: Kim Szlachetka
27400 Northwestern Hwy
PO Box 307
Southfield, MI 48037-0307

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

2.3 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 Requirements for Signing Proposal

1. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
2. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP addenda.

2.6 RFP Clarifications and Questions

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum. Failure on the part of the prospective proposal responder to receive a written interpretation before the submission deadline will not be grounds for withdrawal of proposal. Vendor will acknowledge receipt of each addendum issued by stating so in his/her proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Vendor shall be binding.

All inquiries regarding this proposal must be written and should be **emailed** to:

erp@centervilleohio.gov

Inquiries regarding the proposal will be accepted up to and including **July 18, 2017 at 4:00 PM local time**. Responses to questions will be mailed or emailed to Vendors who have submitted a timely intent to propose document via an addendum to this RFP.

2.7 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to the qualified proposal responder based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Council.

2.8 Advice of Omission or Misstatement

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.9 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes. Vendor proposals shall remain confidential until the City's selection team makes its recommendation to City Council. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Freedom of Information Act.

2.10 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the City.

2.11 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an

authorized agent of the City. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of Ohio.

2.12 Tax Exempt Status

The City is exempt from paying sales taxes. The City's Federal Taxpayer ID No. is 31-6001036. City is exempt from federal excise tax. All prices should be quoted FOB Centerville, OH.

2.13 Advertising

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.14 Trademarks

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

2.15 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.16 Right of Refusal

The City reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various Vendor proposals, based on the best interests of the City.

2.17 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

2.18 System Design Costs

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

2.19 Pricing Eligibility Period

All Vendor proposals are required to be offered for a term not less than **180 calendar days** in duration. A proposal may not be modified, withdrawn or cancelled by Vendor during the 180 day

time period following the time and date designated for the receipt of proposals. It is the City's intent to procure that software solution that meets that long term criteria of the City. The City, during the course of the selection process may decide to purchase a subset of the Vendor's proposal components with the initial contract. The City requires that Vendors agree for a period of (3) years from the date of the Vendor's proposal to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase. The price of the proposed components can only be increased by the Vendor during such time period by an amount equal to the annual CPI-U adjustment for the Midwest region or 3%, whichever is less.

2.20 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

2.21 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

2.22 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.23 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendors that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

The City reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities in the proposal process and to accept any proposal in the best interest of the City.

2.24 Insurance Requirements

The City will require the finalist Vendor to retain insurance coverage in amounts and kinds to be negotiated with the finalist. Please refer to the sample minimum contract terms and conditions in section 5.

3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the proposer shall provide in their response, the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

Section	Title
Separate Sealed Document	Proposal Signature Form
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Addenda
Separate Sealed Document	Cost Proposal

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the solution including travel and operating costs. Use additional pages as needed.

3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include cost quotations.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Company Background Form** in **section 7.5** of this RFP.

Vendors must provide information about their company so that the City can evaluate the Vendor's stability and ability to support the commitments set forth in response to the RFP. Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (e.g., past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
4. If the Vendor is proposing to use subcontractors on this project, please provide a response to the **Company Background Form** for each subcontractor, Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the Vendor at any time.

3.3 Application Software (Section 3)

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

The Vendor is required to provide a general description of the application program product and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution.
2. Describe the product direction for the company, including time frames.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe components of the solution that are industry standards versus being proprietary to the Vendor.
5. For third party products proposed that are integrated with the Vendor's solution provide the following for each product:
 - a. Reason that this product is a third-party product versus being part of the software Vendor's solution,
 - b. Extent to which this third-party product is integrated with the Vendor's solution.

3.4 Technical Infrastructure (Section 4)

The Vendor shall provide the information described in this section. The information will be used in the evaluation process. Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.5.

In addition to providing responses to the following items, the Vendor must complete the **Technical Requirements Form** in **section 7.6** of this RFP, and include it in this section of the response.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the proposed solution to be provided should be clearly delineated where they vary between these two approaches in the sections below.

6. Hardware and Storage Environment

- a. Describe the proposed computer hardware and storage environment to support the system. In the event that there are multiple computer systems available, list all options. Indicate which is the preferred hardware platform and why. List the conditions in which the preferred hardware platform would change. A hardware configuration, which takes into account the size of the City, application modules, database size, and anticipated growth, must be provided.
- b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.
- c. Describe your proposed information architecture/model (preferably using a PowerPoint or Visio diagram). This should depict data models, taxonomy, data elements, coding structures, a process for standardizing on a particular coding structure, data definitions (employees, Vendors, invoices, etc.)

3.5 Vendor Hosted Option (Section 5)

Note: response to this section is optional. Vendors will not be penalized for lack of response to this section.

In addition to providing responses to the following items, the Vendor must complete the **Vendor Hosting Form** in **section 7.7** of this RFP, and include it in this section of the response.

1. Please describe your **vendor hosted model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **logical security**, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe your **change management**, upgrade, and patch management policies & practices?
7. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
8. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated, including the process for notifying of termination.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6 Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach
11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation.

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what is to be provided as part of the Vendors proposed implementation plan are included in the following subsections.

As the City is contemplating a City-hosted versus Vendor-hosted solution, aspects of the services to be provided should be clearly delineated where they vary between these two approaches.

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
4. Describe your approach towards running parallel systems for a period of time.

Any unique tools, techniques or methods that you use should be described in this section.

3.6.2 Project Management Approach (Section 6.2)

In addition to providing responses to the following items, the Vendor must complete the **Project Management Approach Form** in **section 7.8** of this RFP, and include it in this section of the response.

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's project management office ("PMO"). It is expected that this project manager will be "on the ground" as appropriate to team with the City PMO. This project manager can be an employee of the Vendor or a partner of the Vendor. In either case, the costs for the project manager should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.

Provide a high-level work plan for achieving the successful deployment of your proposed system.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs the required hardware and communications equipment for applications. We are open to other proposals to accomplish a successful deployment. The Vendor is expected to specify, furnish, deliver, install and support all application and system software that may include pre-installing or equipment staging. What do you propose for the most effective deployment of hardware, communications and related equipment?

Additionally, the City expects the selected Vendor to conduct a test of the system backup and recovery solution prior to go-live.

3.6.4 Data Conversion Plan (Section 6.4)

It is anticipated that data conversion will occur when migrating to the new application. The Vendor is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and data pre-processing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet.

1. Describe your general approach towards data conversion and how you would work with the City to conclude on what should be converted.
2. Please describe your organization's recommended approach toward retention of legacy data.

3.6.5 Report Development (Section 6.5)

For specific reporting requirements, it is anticipated that the Vendor will take the lead on developing any reports required as part of the initial deployment of the system. The Vendor is expected to provide specialized knowledge and information to the City staff during the development of needed reports, via technical training on the tools used for report development, database schema and architecture, etc. In addition to providing responses to the following items, the Vendor must complete the **Report Development Form** in **section 7.9** of this RFP, and include it in this section of the response.

Provide information on your reporting approach including:

1. Description of various methods of reporting including Business Intelligence,
2. Methods for the City to identify, specify, and develop required custom City reports during the implementation.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally would need to be entered only once into the system. Modules within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced

2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City's current technical environment described previously, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. The Microsoft Excel pricing spreadsheet contains a listing of current and/or desired City application interfaces and their likely need in a future integrated environment. Provide pricing for interfaces in the associated Microsoft Excel pricing spreadsheet

3.6.7 Training (Section 6.7)

In addition to providing responses to the following items, the Vendor must complete the **Training Form** in **section 7.10** of this RFP, and include it in this section of the response.

The City intends to explore the advantages, disadvantages and related costs of two implementation training approaches:

3. **End User Training Approach:** All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
 - a. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
 - b. Technical Implementation training will include training for City IT staff on the technologies required to support the new ERP system.
4. **Train the Trainer Approach:** The Vendor will incorporate a "train the trainer" approach where only key City team leads will be trained through implementation on their modules and then they will train the remainder of the City staff in their respective areas.
 - a. There would be roughly three to five (3 to 5) subject matter experts (SME's) for each module including one team lead. This training would be provided at a City facility.
 - b. Training materials supplied by the Vendor would be used by SME's and team leads for training their staff.
 - c. Web conference or remote online tutorial sessions would be available to SME and team lead staff to participate in after initial training was completed in their module.
 - d. Technical implementation training will include training only key IT staff (1) to support the new system.

The Vendor should provide an overall description of **both** training methods, including the following:

- General timeframes in which both types of training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

3.6.8 Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

In addition, please describe your organization's capabilities to assist in a Citywide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the City's overall financial tracking and reporting objectives.

3.6.11 System Documentation and Manuals (Section 6.11)

The Vendor is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery, if any, as part of your proposed solution.

3.6.13 Knowledge Transfer (Section 6.13)

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

3.7 Staffing Plan (Section 7)

In addition to providing responses to the following items, the Vendor must complete the **Staffing Plan Form** in **section 7.11** of this RFP and include it in this section of the response.

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project (for both a City-hosted and Vendor-hosted solution). Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

3.8 Ongoing Support Services (Section 8)

In addition to providing responses to the following items, the Vendor must complete the **Ongoing Support Services Form** in **section 7.12** of this RFP, and include it in this section of the response.

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
 - c. Telephone support,
 - d. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
 - e. Toll-free support line
 - f. Users group (i.e. - information about it, where it is held and when. If no, are you planning one?
 - g. Online knowledgebase (i.e. – how it is accesses, who updates it, etc.)
2. Describe your maintenance programs and options with associated pricing.
3. Describe and provide pricing for any “software as a service” (SaaS) model that you offer (where there is no up-front license fee, but instead a monthly charge which may include maintenance).

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach added explanation pages as necessary. Please include any costs associated with modifications in the Microsoft Excel pricing spreadsheet. **Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

3.10 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the City. The format for completing the Vendor references is provided in **section 7.13** of this document. In addition, the City requests a listing of all municipal clients. If possible, at least one of these references should be a Vendor-hosted solution.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (*i.e.*, hardware, software, operating system, database, etc.). Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "exceptions/deviations from proposal requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Contract terms and conditions compliance checklist
- b. Contract terms and conditions compliance checklist – Exception explanation
- c. Proposal Signature Form
- d. Non-Collusion Affidavit
- e. Minimum Criteria
- f. For Vendors who are proposing a hosted solution, please additionally supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Addenda (Section 14)

Include all original, signed copies of addenda in this section.

3.15 Separate Sealed Cost Proposal

One (1) original cost proposal, **two (2) copy** of the cost proposal, and **one (1) electronic copy** of the cost proposal shall be submitted in a separate sealed envelope labeled "Cost Proposal", with the technical proposal. The electronic copy of the cost proposal response shall include the completed cost worksheets that have been provided in Microsoft Excel.

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
- The Vendor shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications necessary to fully comply with the RFP specifications.
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect.
- In the event the product or service is not being included in the Vendor proposal, the item should be noted as "no bid".
- Vendors shall provide all pricing alternatives in these cost sheets.
- Vendor shall provide prices in U.S. dollars.
- Vendor shall make clear the rationale and basis of calculation for all fees.
- Vendors shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), and machine classes are included for each price;
- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.)

To the extent possible, Vendors shall show any applicable discounts separately from the prices for products and services. The Vendor is encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City.

The City reserves the right to pursue direct purchase of all items and services proposed, as well as to obtain independent financing.

The City is considering both a vendor-hosted solution through an ASP or SaaS licensing model and a traditional on-premise solution. As such, the City is requesting proposals to include detailed information regarding the Vendors hosting and licensing options. If multiple solutions are proposed, please include a separate pricing form for each hosting/licensing model.

4 Functional Requirements

4.1 Introduction

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the City in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

Identified in the attached Excel spreadsheet (version 2013) are a number of requirements that must be addressed by the vendor's proposal.

These requirements are considered mandatory in implementing the complete solution as defined in section 3. Together they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the City's current and future data needs. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module. The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

"H" – High:	This would be a feature that the City already has and uses in its current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
"M" – Medium:	This is a feature that the City would like in the new system that is not currently being tracked or is not existing functionality.
"L" – Low:	This would be a feature that, while of interest, is not applicable at this time or something that could be a future deployment.

Each vendor should review the specifications and reports listed in each subsection and respond as to their availability within the vendor's software system. The responses should be entered under the **"Availability"** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification/report. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name / software module) is proposed. The cells D10:G10 in the form which currently read “*Replace this text with the primary product name(s) which satisfy requirements*” must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automated values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

5 Contract Terms & Conditions

The contractual terms and conditions will be fully negotiated after a vendor is selected by City of Centerville (the "Client"). Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract between the Client and the Vendor (the "Agreement"). For purposes of these terms and conditions, the term "Vendor" means the vendor responding to this RFP and all such terms shall apply to any subcontractor of the Vendor. Use of the term "Exhibit <##>" throughout these contract terms refers to supplemental documents that Client expects will be included in the final contract package.

The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals using the checklist forms provided in Attachment <##> of the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this RFP.

5.1 Scope of Agreement

Client agrees to license the software detailed in Exhibit <##> ("Software") and receive the services detailed in the Statement of Work detailed in Exhibit <##> ("Services"). Vendor agrees to provide Software and Services (the "Solution"), subject to the terms and conditions stated in this Agreement including all Exhibits. Payment for such services shall be per Exhibit <##> and shall not exceed the total amount included in Exhibit <##> without the prior written consent of Client. The Client, without prior and mutual written agreement, will incur no other service costs. The service costs in Exhibit <##> are inclusive of all services described in the Statement of Work included as Exhibit <##>. Client agrees to provide server, desktop and other hardware and configuration based on Vendor's recommendation per Exhibit <##>.

5.2 Documentation

Vendor shall deliver to Client five (5) complete copies of the user documentation describing the functionality and operation of the Software in Client's environment and technical documentation describing the technical support procedures to assist with the on-going support of the Software ("Documentation"), including an electronic version with the ability to modify to the needs of Client, and, as part of the license granted herein. Vendor agrees that Documentation provided with the Software will be updated to reflect any Customizations contracted by Client with Vendor. Client shall have the right to make as many additional copies of the Documentation for its own use as it may determine.

5.3 Incorporation by Reference

The Vendor shall supply Software and Services adequate to accomplish the requirements as set forth in the Request for Proposal and the Vendor's response to the Request for Proposal provided herein as Exhibit <##> and Exhibit <##>, respectively ("Contract Documents") and Vendor's Documentation. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the Contract Documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the Contract Documents, that all terms, conditions and offers presented in the Vendor's proposal shall be incorporated into this Agreement and shall be binding upon all parties to the Agreement.

5.4 Applicable and Governing Law Clause

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Ohio. All duties of either party shall be legally performable in the State of Ohio. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Ohio, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for Centerville, Ohio.

5.5 Wording Conflicts

Should there be a conflict in wording between the Agreement and Vendor's RFP response, the Agreement shall prevail.

5.6 Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, third party licenses and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the Vendor, if doing so is deemed in the best interest of the Client.

5.7 Grant of License

Vendor hereby grants to Client a nonexclusive, nontransferable, perpetual license to use the Software described in Exhibit <##> solely for internal business purposes on any central processing unit owned by Client and/or its designated service provider.

5.8 Replication of Software

Client shall not copy Software for any purposes other than for back up, disaster recovery and/or testing. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the maintenance and support terms or warranties herein.

5.9 Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down Client's primary location or for testing at the disaster recovery site.

5.10 Term and Termination Clause

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such

failure and demand that the same be remedied within ten (10) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of funding or for any other reason, the Client may at any time during the life of this Agreement, terminate same by giving thirty (30) days' notice in writing via certified mail to Vendor. In addition, if at any time an involuntary petition in bankruptcy shall be filed against the Vendor and such bankruptcy shall not be dismissed within thirty (30) days, or Vendor files a voluntary bankruptcy and such bankruptcy is not dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving thirty (30) days' notice in writing of such termination.

5.11 Warranty

- A. Vendor represents and warrants that it has the right to grant the licenses set forth under this Agreement. Vendor further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. Vendor further represents and warrants that neither the Software in the form delivered by Vendor to Client, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by Client, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- B. In the event that any third party makes a claim or files a lawsuit challenging Client's right to use the Software, Vendor shall defend and indemnify Client and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. In resolving any such infringement claim, Vendor shall, in its reasonable discretion, either procure a license to enable Client to continue to use the Software or develop or obtain a non-infringing substitute acceptable to Client at Vendor's cost.
- C. Vendor represents and warrants that the Software and related products as described with this Agreement will perform in accordance with all Documentation, Contract Documents, Vendor marketing literature, and any other communications attached to or referenced in this Agreement.
- D. Vendor represents and warrants that the Software and related products, including all modifications contracted under the terms of this Agreement, will meet the requirements of Client as set forth in the Contract Documents.
- E. Client has: (i) presented detailed technical specifications of the particular purpose for which the Software is intended, (ii) provided detailed descriptions and criteria of how the Software can be defined to accomplish particular purpose, and (iii) defined the exact procedures and techniques to be employed in testing whether the Software has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about, Client's particular purpose, Vendor, at the time this Agreement is in force, has (#) reason and opportunity to know the particular purpose for which the Software is required, (#) that Client is relying on Vendor's experience and knowledge of the Software to identify those components which are most suitable and appropriate, and (#) that Client is relying on Vendor's experience and knowledge to identify the appropriate Services that will assist in making the Software operational. Therefore, Vendor warrants that the Software

including all products included in this Agreement are fit for the purposes for which they are intended as described in the Contract Documents.

- F. Vendor represents and warrants that all Software products provided under this Agreement are compatible with and certified for use and operation in Client's operating environment. Furthermore, Vendor acknowledges that it has reviewed the hardware system ordered by Client and represents and warrants that such hardware system as defined in Exhibit <##> is sufficient for Client's current and reasonably projected use, including account and transaction volumes.

5.12 Continuity of Warranty

Client may continue the Warranty protection described above by purchasing and paying for on-going Maintenance and Support Services described below. By doing so, all Warranty, Year 200 Warranty, and Resolution and Response Time Warranty conditions included herein shall remain in effect, in perpetuity, as long as payments for Annual Maintenance and Support Fees are kept current.

5.13 Disclaimers and Limitations of Remedies

- A. Except as specifically stated in the Warranty section of this Agreement, the Software is Licensed "as is" without warranty of any kind, other than expressed or implied herein. In no event shall Vendor be liable for any indirect, special or consequential damages unless as otherwise stated herein, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Vendor or its agent has been advised of the possibility of such damages.
- B. In the event that the parties are unable to resolve differences, and after exhausting the terms and conditions of the Non-Performance Escalation Procedures clause herein, that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the courts of Montgomery County, Ohio, unless both parties agree to binding arbitration, which shall take place in Centerville, Ohio. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least 5 years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.14 Intellectual Property

All information, data, programs, publications and media created specifically for and paid for by the Client or as a result of the Services identified in this Agreement is the property of the Client unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement.

5.15 Indemnification

- A. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify, or defend the Client or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.
- B. Vendor shall assume the defense of the Client pursuant to the provisions of the paragraph above within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under the paragraph above between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by the Client in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of the paragraph above or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.
- C. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the Client.

5.16 Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the Services and Software (together the Solution) described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any portion of the Software related to the claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested Software product(s) or portions thereof which may include purchase of a third party software product, or
- B. Provide substitute software products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the Solution subject to the court action. The Vendor shall also pay to the Client all reasonable losses related to the Solution and for all reasonable expenses related to the installation, implementation and conversion to the new Solution.

5.17 Insurance

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables until such time as the Client receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Client be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Client.

The Client, at its option, may require the Vendor to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the state of Ohio) workers compensation and liability insurance for all Vendor staff and representatives involved in the provision of Services by Vendor. **The Client, its agents, officials and employees, shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Ohio Statutes.**

The Vendor agrees to hold harmless and defend the Client and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the Client with evidence of valid commercial general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Client installation. The Client, its agents, officials and employees, shall be named as a primary additional insured without any contribution from any insurance or self-insurance of Client, unless prohibited by Ohio Statutes. The insurance policy shall be initiated prior to the installation of the system and maintained until Final Acceptance of the system by the Client according to the prescribed procedures. The Vendor shall furnish to the Client a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the Client by registered or certified mail shall be included.

5.18 Insurance Coverage

As a condition of performing work for the Client, Vendor must provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000
- B. A minimum umbrella policy of \$3,000,000

- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of \$2,000,000
- D. **Statutory workers compensation with \$500,000 of Employers Liability for all sections.**

The coverage shall be the minimum amounts and shall not be diminished during the term of this Agreement and the Vendor shall provide copies of all certificates of insurance to the satisfaction of the Client as to coverage and content and shall maintain such coverages for at least six (6) years from the completion of the Services associated with this Agreement.

Other Requirements

Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:

- A. **That Commercial General Liability insurance policy includes coverage for item specified in 10.A above.**
- B. **A Best's rating for each insurance carrier at B+VII or better.**
- C. **That the insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and other words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.**
- D. **That the Client, its agents, officials and employees, is additional insured on the General Liability policy certified,**

Insurance Options

General Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess liability policies.

Notify Your Insurance Agent

Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates, by sending or faxing a copy of these insurance requirements to Vendor's agent when requesting an insurance certificate.

5.19 Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse Client for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Vendor if the software is determined to be infringing.

5.20 Freedom of Information Act

Vendor acknowledges that Client is subject by law to responding to all Freedom of Information Act ("FOIA") requests and Ohio's Public Records Act requests. Vendor shall comply with the FOIA and Ohio Public Records Act in all respects and shall not restrict or otherwise inhibit Client from complying.

5.21 Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA or Ohio Public Records Act requests.

5.22 Title and Confidentiality

Title and full rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Ohio "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

5.23 Identification of Parties to the Agreement Clause

Both the Vendor and Client shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other party to the Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.

5.24 Notices Clause

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
3. If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
4. Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of the intended receiving party's new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Vendor
<Contact Title>
<Address>

City of Centerville, OH
City Manager
100 W. Spring Valley Rd.
Centerville, OH 45458

5.25 Agreement Extension and Modification Clause

The Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Agreement signed by the parties and made a permanent part of the Agreement.

Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Client should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

5.26 Contract Extension

If Vendor anticipates missing a milestone date identified in the Project Schedule, then Vendor must notify Client immediately so that a mutually acceptable revised milestone date can be agreed to. Such revisions will not alleviate Client's right to Liquidated Damages in the event such a delay is caused by Vendor resulting in a delay of the Go Live date as defined in Project Schedule.

5.27 Changes in Agreement

The Agreement may be changed only upon the written agreement between the client and the Vendor.

5.28 Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

5.29 Risk During Software Installation

Delivery of the Software shall be made in accordance with the Project Schedule referenced as part of this Agreement. Minor variances from this Project Schedule may be permitted subject to a mutual agreement by both parties and confirmed by prior written notice. The Software shall be installed and placed into good working order by representatives of the Vendor. During the time period where the Software is in transit and until the Software is fully installed in good working order, the Vendor and its insurer shall be responsible for the Software and relieve the Client of responsibility for all risk or loss or damage to the Software. In addition, Vendor shall hold the Client and its officers, employees and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the Software.

5.30 Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Client for activities or duties to take place at the Client site. In using subcontractors, the Vendor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

5.31 Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team ("Project Manager") and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Project Manager, and staff assigned to Client by Vendor ("Designated Staff"). In the event that a Designated Staff of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated to fill this representative vacancy, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

5.32 Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this

Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of material parts or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual maintenance and support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual maintenance and support fees.

5.33 Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any rights, title, or interest created by the Agreement without the prior consent and written approval of the Client's City Manager or designee and the Vendor.

5.34 Vendor as Independent Contractor

It is expressly agreed that the Vendor is an independent contractor and not an agent of Client. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Vendor to the Client shall be that of independent contractor and no principal agent of employer-employee relationship is created by the Agreement.

5.35 Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client unless Vendor receives specific written authorization in advance from the Client's City Manager. Vendor will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the City Manager. Vendor shall not install any signs or other displays within or outside of the Client's premises unless in each instance the prior written approval of the Client's City Manager has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

5.36 Password Security

The Vendor warrants that no 'back door' password or other method of remote access into the Software code exists. The Vendor agrees that any and all access to any Software code residing on the Client's client/server must be granted by the Client to the Vendor, at the Client's sole discretion.

5.37 Project Schedule and Acceptance.

Vendor will develop a detailed project schedule that details both Vendor and Client's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Project Schedule") in connection with Vendor's performance of the Services. The Project Schedule should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both Vendor and Client agree that a mutually agreeable Project Schedule will be submitted and approved by Client within thirty (30) days of the date the Agreement is signed by both parties ("Effective Date"). In the event Vendor is unable to provide the Project Schedule within thirty (30) days, Client will have at its option, the ability to terminate the Agreement and obtain all fees paid to Vendor. The Project Schedule will also include the criteria by which the software will be tested and accepted by Client.

5.38 Programming Services

Client may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from Vendor ("Customizations"). Vendor agrees to provide a written Change Order describing the work to be performed and estimating the costs for Client approval before any work is initiated by Vendor. Vendor will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the Client. No costs in excess of the estimates will be paid by Client unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is released by the Client. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

5.39 Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

- A. Written Deliverable: Vendor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Client for review. Client agrees to review and provide comments to Vendor on each interim draft within five (5) business days after receiving it from Vendor. Client will have the opportunity to review the written deliverable for an acceptance period of five (5) business days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft") of the written deliverable (the "Acceptance Period"). Client agrees to notify Vendor in writing by the end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Vendor or describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written deliverable. If Vendor does not receive any such deficiency notice from Client by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Client. If Client delivers to Vendor a timely notice of deficiencies and the items specified in the notice are deficiencies, Vendor will promptly correct the described deficiencies and return to Client for Acceptance. Client will not unreasonably withhold, delay or condition its approval of a final written deliverable.

Vendor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Client and date returned.

- B. Software Deliverable: Acceptance testing is an iterative process designed to determine whether each component of the Software combined with related Services delivered by Vendor ("Software Deliverable") performs the functions described in the Contract Documents and to discover and remove material deviations where the Software Deliverable does not substantially perform the functions described in the Contract Documents ("Defects") through repeated testing cycles. In the event of conflicts between Contract Documents and Application Software Documentation the Contract Documents will prevail.

Vendor will work with the Client and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested Software Deliverable and to test each Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be five (5) business days unless an alternate time is mutually agreed upon between Vendor and Client per the Project Schedule. The Acceptance Test Period for each Software Deliverable will start within five (5) business days, unless an alternate start date is mutually agreed upon by Vendor and Client per the Project Schedule, after the Software Deliverable is installed at Client's designated site and Vendor has successfully completed Vendor's installation test and notified Client that the Software deliverable is "Ready for Acceptance Testing." Vendor will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment.
 2. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Defect, Client will promptly send Vendor a written notice reporting the alleged Defect describing it to Vendor in sufficient detail reasonably necessary for Vendor to recreate it. Vendor will modify the Software Deliverable to remove the reported Defect and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Vendor. In such a case, Vendor and Client will mutually agree upon an updated Acceptance Test Period.
 3. By the end of the Acceptance Testing Period Client will provide Vendor with a final written list reporting any outstanding Defects (the "Punch List"). Client will then have ten (10) business days after the receipt of the modifications to re-test the modified Software Deliverable to confirm that the Defects that were reported on the Punch List have been removed. If any Defects that were reported on the Punch List have not been removed, Client will provide Vendor with written notification by the end of the retesting period reporting any such Defects. In such event, the procedures set forth in this section will be repeated for the remaining Defects on the Punch List.
 4. Vendor and Client each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.
- C. "User Acceptance Testing" shall mean testing of each Phase identified in the Project Schedule using the process defined above for Software Deliverable.

- D. "Conditional Acceptance" will occur upon the earlier of correction of Defects reported as part of User Acceptance Testing of the Phase, or Go-Live of the Phase. There will be a Conditional Acceptance for each Phase; Conditional Acceptance after the final Phase constitutes Conditional Acceptance of the entire Solution. Unless the Project Schedule determines otherwise, the Acceptance Test Period for User Acceptance Testing will be thirty (30) calendar days, Vendor and Client will work diligently to put the Phase into Go Live operations.
- E. "Final Acceptance" involves use of the Solution in totality in production operations for a period of sixty (60) calendar days, provision of all Services by Vendor, and completion of the Phases and/or the Software previously tested and meeting Conditional Acceptance. If after sixty (60) calendar days the Solution performs without Defects, the Client and the Vendor will both issue and execute a "Final Acceptance" of the Solution. The sixty (60) day time frame for Final Acceptance will stop if Defects are found during production use and prevent further production use of the Software. The Final Acceptance process will resume on the date the Defect is confirmed as fixed and will continue for the remainder of the sixty (60) day time frame. There will be a Final Acceptance for each Phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Solution.

5.40 Professional Services Warranty

- A. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers and employees. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.
- C. Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.
- D. Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.
- F. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client. The Client shall also extend parking privileges to

properly identified members of Vendor's full-time staff on the same basis as they are extended to the Client's staff.

- G. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees or subcontractors.

5.41 Ineffective Training

Vendor will submit to Client an agenda in advance of any training sessions to be covered with the key materials provided during the course of the training. Further, Vendor will provide to Client details associated with the layout of the training facility, computer requirements, as well as all associated media necessary to deliver the course. Client will conduct a rating of the course after its completion and communicate the results of this rating to Vendor for future class improvements. In the event that Client asserts in good faith that any Vendor training consultant lacks the skill or capacity to adequately train Client's staff, Vendor shall replace such training consultant as soon as reasonably possible. If Client notifies Vendor within five (5) business days of the completion of said training, that in Client's reasonable judgment the training sessions provided by such training consultant were inadequate or ineffective, then Vendor shall provide a credit in training days to Client for all such training sessions.

5.42 Subcontracts

The Vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Client. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

5.43 Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, in the sequence shown: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) request arbitration in Centerville, Ohio per terms of the American Arbitration Association or at Client's sole option, commencing suit in the Montgomery County Common Pleas Court, the venue of which is agreed to by Vendor, (f) invoke the Termination clause herein.

5.44 Force Majeure Clause

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

5.45 Force Majeure Requisites

Force majeure shall not be allowed unless:

- A. Within seven (7) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
- B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

5.46 120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the end of the hundred-twenty (120) day period] written approval is received from the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

5.47 Right of Cancellation

Either party shall have the right to cancel the Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

5.48 Liquidated Damages

Failure on the part of the Vendor to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the Vendor by the Client for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Contract with the selected Vendor.

5.49 Pricing

All prices for Vendor's Software and Services hereunder are firm for the term of the Agreement. The Client shall pay Vendor for satisfactory performance of the Software and Services specified in this Agreement, the sums in accordance with Vendor's response to Client's RFP, this Agreement and any related addenda. Client reserves the right to delay the purchase of Software components ("Modules") and related Services. The Modules subject to this price protection are included in Exhibit <##>.

5.50 Change Orders

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Schedule. Changes to the scope of the project including additional Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change

Order must be obtained prior to the provision of any products or services related to such Change Order.

Vendor shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by Client, and shall be subject to the requirements in the section.

5.51 Payment Terms

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the hardware and software with additional payments made based on specific project milestones. Vendor shall submit to the Client for its review a pay request in a form agreeable to the Client. The pay request shall be accompanied by such supporting documentation as required by the Client. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

5.52 Right to Withhold Payment

If the Vendor breaches any provision of this Agreement, the Client shall have a right to withhold all payments due to the Vendor until such breach has been fully cured.

5.53 Travel Expense Reimbursement

All travel expense costs must be included in the Vendor's fixed price cost. Client will not make a separate payment for reimbursable expenses. Per Force Majeure, Client shall not be liable for additional travel costs incurred due for any reason outside Vendor's control.

5.54 Funding Out

This Agreement shall terminate at such time, if any, that the Client fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due.

5.55 Non-Collusion

Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of the Client, or other person or entity concerning the obtaining of this Agreement. In addition, Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Client that Vendor has not received from Client any incentive or special payments, or considerations not related to the provision of the Software and Services described in this Agreement.

5.56 Conflict of Interest

The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

5.57 Maintenance and Support Services

For as long as Client pays the maintenance and support fees delineated in Exhibit <##>, Vendor will provide Client with maintenance and support services ("Extended Services") with respect to the Software. Such Extended Services shall consist of the following:

- A. Vendor shall provide maintenance for the Software necessary to insure its operation in material conformance with all Documentation, Contract Documents and all representations and warranties set forth herein.
- B. Vendor shall provide Client with any revisions, updates and enhancements of the Software, together with related documentation, during the period in which enhancement and support services under this Agreement are furnished.
- C. Vendor agrees that the rates specified for Extended Services shall remain in effect for a period of minimally two (#) years from initial contract signing.
- D. Vendor agrees not to assign its Extended Services obligations as contemplated herein, without prior written authorization of Client, which will not be unreasonably withheld. Vendor will not utilize subcontractors for any Extended Services provided herein without the express written authorization of Client.

5.58 Annual Maintenance and Support Fees

Annual maintenance and support fees shall not be increased by an annual average percentage greater than the annual Consumer Price Index (CPI) for the Midwest region or three percent (3%), whichever is less, for as long as annual support fees are paid and the license agreement between the Client and the Vendor is in effect.

Vendor agrees to send an itemized invoice to the Client at least ninety (90) days before maintenance is up for renewal.

5.59 Termination of Annual Maintenance and Support

Client may cancel maintenance upon thirty (30) day notification to the Vendor.

Maintenance may be reinstated by the Client at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. In the event of reinstatement of Maintenance, the Client shall not be forced to move to a new license model and no upgrade fees for licenses already purchased shall be charged by Vendor.

The Vendor shall give the Client at least nine (9) months' notice before unilaterally canceling maintenance. In addition, the Vendor shall continue to support the software/product as long as it is supporting such Software for other customers of Vendor.

5.60 Source Code Escrow

Vendor shall place Source Code for the Software modules licensed by the Client in escrow with a mutually agreed to independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Client). The Source Code shall be kept current with the releases and versions of the Software in live use at the Client. The Source Code shall revert to Client for Client's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use Source Code for any purposes other than resale.

Vendor will provide appropriate Source Code to the Client in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Client obtains the Source Code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

5.61 Federally Mandated Changes

Vendor shall supply Client with all federally mandated changes to Vendor's Software. Vendor will make a good faith effort to provide Client with these changes within thirty (30) days of their enactment dates prescribed by the aforementioned bodies. In the event that Vendor is unable to supply these changes within thirty (30) days of the enactment, Client will be credited a prorated share of the annual maintenance and support fee for every week Vendor is tardy in delivering the required change.

5.62 Future Releases/Upgrades

Client shall be entitled to future releases and upgrades, whether of a "minor" or major" nature, of Vendor Software for no additional cost beyond the annual maintenance and support fees delineated in Exhibit <##>.

5.63 Solution Longevity

The Vendor certifies that the Software will remain available and fully supported by Vendor for a minimum of five (5) years from the completion of product installation and that any material changes to Vendor's company or products will not affect the Client's implementation, maintenance or support of the Software as long as Client pays the annual maintenance and support fees.

5.64 Successor Software Products

In the event Vendor makes available successor software products with substantially similar functionality as the Software which may be based on a new technical architecture ("Successor Products") within ten (10) years of completion of product installation, Client may transfer the license for the Software to the Successor Products for no additional Vendor license fees. In such event, Client shall pay the then-current annual maintenance and support fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

5.65 Functionality Replacement

The Client maintains the rights to the Software functionality that is licensed herein, even if that functionality later gets renamed or rebundled by Vendor.

5.66 Right to Outsource

Software licensed to Client may be used by a third-party vendor hired by Client to perform outsource services on Client's behalf.

5.67 Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for eighteen (18) months or until the end of the present Agreement term, whichever is longer.

5.68 No Third Party Beneficiaries

This Agreement is for the benefit of Client and Vendor and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

5.69 Severability

If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 5.4 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

6 Contract Terms & Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications. The completed checklist should be submitted along with the Vendor's proposal.

#	Title	Comply	Exception	Not Comply
5.1.	Scope of Agreement			
5.2.	Documentation			
5.3.	Incorporation by Reference			
5.4.	Applicable and Governing Law Clause			
5.5.	Wording Conflicts			
5.6.	Standard Forms and Contracts			
5.7.	Grant of License			
5.8.	Replication of Software			
5.9.	Disaster Recovery & Disaster Recovery Testing			
5.10.	Term and Termination Clause			
5.11.	Warranty			
5.12.	Continuity of Warranty			
5.13.	Disclaimers and Limitations of Remedies			
5.14.	Intellectual Property			
5.15.	Indemnification			
5.16.	Patents, Copyrights, and Proprietary Rights Indemnification			
5.17.	Insurance			
5.18.	Insurance Coverage			
5.19.	Unlimited Liability for Software Vendor Infringement			
5.20.	Freedom of Information Act			
5.21.	Confidentiality			
5.22.	Title and Confidentiality			
5.23.	Identification of Parties to the Agreement Clause			
5.24.	Notices Clause			
5.25.	Agreement Extension and Modification Clause			
5.26.	Contract Extension			
5.27.	Changes in Agreement			
5.28.	Survival Clause			
5.29.	Risk During Software Installation			
5.30.	Subcontractors			
5.31.	Control of Sub-Contractor, Project Team and Project Manager Designation			
5.32.	Effect of Regulation			
5.33.	Assignments			
5.34.	Vendor as Independent Contractor			
5.35.	Advertisement			
5.36.	Password Security			
5.37.	Project Schedule and Acceptance.			

#	Title	Comply	Exception	Not Comply
5.38.	Programming Services			
5.39.	Acceptance Testing			
5.40.	Professional Services Warranty			
5.41.	Ineffective Training			
5.42.	Subcontracts			
5.43.	Non-Performance Escalation Procedures			
5.44.	Force Majeure Clause			
5.45.	Force Majeure Requisites			
5.46.	120 Day Maximum			
5.47.	Right of Cancellation			
5.48.	Liquidated Damages			
5.49.	Pricing			
5.50.	Change Orders			
5.51.	Payment Terms			
5.52.	Right to Withhold Payment			
5.53.	Travel Expense Reimbursement			
5.54.	Funding Out			
5.55.	Non-Collusion			
5.56.	Conflict of Interest			
5.57.	Maintenance and Support Services			
5.58.	Annual Maintenance and Support Fees			
5.59.	Termination of Annual Maintenance and Support			
5.60.	Source Code Escrow			
5.61.	Federally Mandated Changes			
5.62.	Future Releases/Upgrades			
5.63.	Solution Longevity			
5.64.	Successor Software Products			
5.65.	Functionality Replacement			
5.66.	Right to Outsource			
5.67.	Vendor Merger or Acquisition			
5.68.	No Third Party Beneficiaries			
5.69.	Severability			

6.1 Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Vendor must fully explain the exception on the Exception Explanations form below.

Exception Explanations		
#	Title	Explanation of Exception

7 Proposal Forms

7.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Proposal Signature Form
- Non-Collusion Affidavit
- Minimum Criteria
- Company Background Form
- Technical Requirements Form
- Vendor Hosting Form
- Project Management Approach Form
- Report Development Form
- Training Form
- Staffing Plan Form
- Ongoing Support Services Form
- Client Reference Form
- Pricing Forms

7.2 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Centerville, OH:

PROPOSAL: Enterprise Resource Planning System and Implementation Services

\$

(Total price written)

\$

(Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components))

Firm Name: _____

Date: _____

Address: _____

Telephone: _____

Signature: _____

(Person executing response and official capacity)

(Names of principal officers:
designate official capacity)(If partnership or assumed name,
indicate name of owners)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.3 Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT**

STATE OF: _____

City OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ *(Name) (Title)*

Of _____ the proposal responder that has
(Company)

submitted to the **City** a proposal for a **ERP System Selection** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

7.4 Minimum Criteria

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements. **Proposals not meeting these requirements will be rejected.** Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
<ul style="list-style-type: none">• Minimum Client Software Installations Must have provided software for at least one previous municipality in the State of Ohio, of similar size and complexity.	
<ul style="list-style-type: none">• RFP Response RFP response is submitted by the due date and time.	
<ul style="list-style-type: none">• Response Authorization The RFP response is signed by an authorized company officer.	
<ul style="list-style-type: none">• Response Completeness Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	

7.5 Company Background Form

Vendor name:	
Software brand name:	
Software version proposed (years in production):	
Is Vendor prime contractor:	Yes <input type="checkbox"/> No <input type="checkbox"/>

1.	What are the key differentiators of your company and its proposed solution?
2.	What awards has your company or proposed solution obtained that are relevant to this project?
3.	What documentation is available from an independent source that positively promotes either the company or products the Vendor is offering?
4.	What strategic alliance have you made to further strengthen your product and services?
5.	How do you guarantee the services provided by your company?
6.	What are your near-term and long-term goals, and the strategies to reach these goals?
7.	What is your niche in the marketplace and your preferred customer size?
8.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).
9.	Please describe your commitment to providing solutions for the public sector marketplace.
10.	How many fully operational customer installations of the version proposed in this

RFP, currently in production, has the Vendor completed?																	
		Ohio	Nationally														
	Local government																
	Other public sector																
	Other non-public sector																
	Overall:																
11.	How many fully operational customer installations, in total, has the Vendor completed?																
		Ohio	Nationally														
	Local government																
	Other public sector																
	Other non-public sector																
	Overall:																
12.	How many current system implementations of your solution are <i>in-process</i> within both the State of Ohio and the region of the Country that includes the State of Ohio?																
	<table border="1"> <tr> <td></td> <td>Current in-process Implementations</td> </tr> <tr> <td>State of Ohio</td> <td></td> </tr> <tr> <td>Midwest</td> <td></td> </tr> <tr> <td>Total:</td> <td></td> </tr> </table>				Current in-process Implementations	State of Ohio		Midwest		Total:							
	Current in-process Implementations																
State of Ohio																	
Midwest																	
Total:																	
13.	Please state the year the Vendor started in the business of selling the proposed solution to local governments:																
14.	Where is the Vendor's closest support facility/sales office to Centerville, OH?																
15.	Where is the Vendor's company headquarters?																
16.	Please list the Vendor's sales in the previous three years:																
	<table border="1"> <tr> <td>Year</td> <td>Sales</td> </tr> <tr> <td>2016</td> <td></td> </tr> <tr> <td>2015</td> <td></td> </tr> <tr> <td>2014</td> <td></td> </tr> </table>	Year	Sales	2016		2015		2014									
Year	Sales																
2016																	
2015																	
2014																	
17.	How many total employees does the Vendor have in each of the following categories:																
	<table border="1"> <tr> <td>Area</td> <td>Number</td> </tr> <tr> <td>Sales/Marketing</td> <td></td> </tr> <tr> <td>Management/Administration</td> <td></td> </tr> <tr> <td>Help Desk Staff</td> <td></td> </tr> <tr> <td>Development Staff</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> <tr> <td>Total:</td> <td></td> </tr> </table>	Area	Number	Sales/Marketing		Management/Administration		Help Desk Staff		Development Staff		Other		Total:			
Area	Number																
Sales/Marketing																	
Management/Administration																	
Help Desk Staff																	
Development Staff																	
Other																	
Total:																	
18.	What is the Vendor's hourly rate for implementation assistance beyond that which																

	is included in the Vendor bid by skill set?		
	Rates for Additional Implementation Assistance		
	Skill Set	Hourly Rate	
		\$ / hr.	
		\$ / hr.	
		\$ / hr.	
19.	Please indicate two separate potential visits of two consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.		
	Demonstration Date Options		
	Option	Preferred	Secondary
	Week of September 18		
	Week of September 25		
20.	What would be the Vendor's preferred comparably sized, site visit location?		

7.6 Technical Requirements Form

1.	What database are you proposing?
2.	Describe the system administration tools that are used to manage the application including any data archival tools, tools for managing application updates, online help management tools, etc.
3.	Describe the network management systems that either your system uses, interoperates/integrates with, or you recommend. Please specify.
4.	Describe the minimum hardware, software, storage, memory, operating system and other requirements for desktop computers to access the application such that the City can determine the extent to which existing computers must be upgraded or replaced.
System Performance	
5.	System response time must not impede the ability for departmental staff to perform their required job functions using the system. Will your system be available 99.5% of the time, except for planned downtime?
6.	What are your guarantees on system performance?
Security	
7.	Describe the identification and authorization capabilities of your proposed solution for users.

8.	Describe how your system interoperates with Active Directory.
9.	Describe the security audit capabilities of your proposed solution.
10.	What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, HIPAA, etc.) that it processes or stores?
11.	What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the City?
12.	What is your process for notifying the customer and fixing bugs once they have been identified?

7.7 Vendor Hosting Form

1.	Will your company host the solution or will this be managed by a third party?
2.	Where are the data center and storage facilities?
3.	Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.
4.	Does the system interface support a browser interface with or without the help of additional components?
5.	How much notification will you give the City in advance of any scheduled downtime?
6.	Where would local support be located for a client in Centerville, OH?
7.	Are support calls included in annual maintenance fees, or charged on a per call basis? If on a per-call basis, please specify rates and billing method
8.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.
9.	Describe your solutions systems administration/management capabilities including monitoring of performance measures, intrusion detection, and error resolution.

10.	Please describe your firewall security (technology, failover) and data encryption capabilities.
11.	Please describe your data back-up, restore and disaster recovery capabilities.
12.	What steps are taken to ensure uptime per SLA for the application in the event of a hardware, system or power failure?
13.	Please list the connectivity options and carriers available at your hosting facility.
14.	Estimate the bandwidth that your solution will require based upon users, application environment, and any other factors.
15.	Provide technology requirements for the client in support of proposed solution such as network topology and equipment, security, local storage, local virtual servers, etc. In this response, assume the client does not have any infrastructure.
16.	Provide all peripheral technical specifications in support of solution proposed such as desktops, printers, check printers, fixed asset scanners, etc.

7.8 Project Management Approach Form

1.	How does the Vendor plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?
2.	Provide specific information on project close-out activities to transition support to the City.
3.	How will project management be resourced?

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7.9 Report Development Form

1.	What is the query tool and report writer that Vendor is proposing?
2.	What reports are available out of the box? Provide a list and samples at the end of this section.
3.	Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?
4.	It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?

7.10 Training Form

1.	What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?
2.	What types of training documentation will be developed by the Vendor?
3.	What additional tools will be used in developing the training material?
4.	Describe the opportunities for ongoing training.
5.	Describe the Vendor's ability to provide online training material versus classroom training.

7.11 Staffing Plan Form

1.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.																																				
2.	Use the table provided below to identify the number of City business staff expected to be committed to the project implementation . Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.																																				
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7.12 Ongoing Support Services Form

Support and Maintenance	
1.	Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.
2.	Provide Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.
3.	Identify the party or business unit that is responsible for the support options provided above. The Vendor shall include information for a City-hosted versus a Vendor-hosted solution.
4.	Provide the following regarding the number of <i>business staff the City should expect to be committed to providing on-going application support.</i> <ol style="list-style-type: none"> Role Responsibility Estimated time commitment in terms of FTE time
5.	For <i>ongoing IT staff resources</i> , please provide the following information: <ol style="list-style-type: none"> Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.) Number of FTEs within each position Skill sets required for each position Training required and whether the Vendor provides this training

6.	Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?																					
7.	Describe the types of support needed to keep the product under current support and to keep the product enhanced.																					
8.	Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.																					
9.	Will the vendor contractually agree to:																					
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10.	Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)																					
Software Updates and Distribution																						
11.	Describe the product release cycle including: <ul style="list-style-type: none"> a. Frequency of upgrades/enhancements or new versions (major and minor version releases) b. Contents of release, c. How long release takes to implement, and a. Use of release notes. 																					
Customizations																						
12.	How does the Vendor define customization versus configuration?																					

13.	How can the City customize or configure the software directly without Vendor involvement?
14.	How are local customizations or configurations maintained when installing new releases of the Vendor's software?

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented (Hardware, Software):

7.14 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)
- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services